

REC'D TN
REGULATORY AUTH.



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Guy M. Hicks
General Counsel

February 19, 1996
OFFICE
EXECUTIVE SECRETARY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

98-99-00121

Re: Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Intermedia Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. 96-01161

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Intermedia Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated July 1, 1996. The amendment extends the term of the Interconnection Agreement.

Sincerely yours,

INTERMEDIA COMMUNICATIONS, INC.

BELLSOUTH TELECOMMUNICATIONS, INC.

BY: _____

Howard LaDon Baltimore
211 Seventh Ave., N.
Suite 320
Nashville, TN 37219-1823
Attorney for Intermedia

BY: _____

Guy M. Hicks
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Guy M. Hicks
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February 19, 1999

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

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211 Seventh Ave., N.
Suite 320
Nashville, TN 37219-1823
Attorney for Intermedia

BY:

Guy M. Hicks
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300
Attorney for BellSouth

80687

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Intermedia Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 96-01161

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND INTERMEDIA COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Intermedia Communications, Inc. ("Intermedia") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Intermedia and BellSouth state the following:

1. Intermedia and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Intermedia. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on December 3, 1996 and, as a result of further negotiations between the parties, the first amendment between BellSouth and Intermedia regarding reciprocal compensation was approved by the TRA on May 13, 1997; the second amendment regarding Unbundled Network Elements and Packet Switching was approved by the TRA on May 13, 1997; the third and fourth amendments regarding resale were approved by the

TRA on July 15, 1997 and December 2, 1997; and the fifth amendment regarding Multiple Tandem Access was approved by the TRA on September 1, 1998.

2. The parties have recently negotiated a sixth amendment to the Interconnection Agreement which extends the term of the Interconnection Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Intermedia and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Intermedia within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Intermedia and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Intermedia and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 19th day of February 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks

333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

INTERMEDIA COMMUNICATIONS, INC.

By: _____

Howard LaDon Baltimore
211 Seventh Ave., N.
Suite 320
Nashville, Tennessee 37219-1823
(615) 254-3060
Attorney for Intermedia

This 19th day of February 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

INTERMEDIA COMMUNICATIONS, INC.

By: Howard LaDon Baltimore
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Suite 320
Nashville, Tennessee 37219-1823
(615) 254-3060
Attorney for Intermedia

**AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND INTERMEDIA COMMUNICATIONS, INC.
DATED JULY 1, 1996**

Pursuant to this Agreement (the "Agreement"), Intermedia Communications, Inc. ("Intermedia ") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 1996, ("Interconnection Agreement") and the following amendments: Amendment dated February 24, 1997 regarding reciprocal compensation; Amendment dated February 24, 1997 regarding Unbundled Network Elements and Packet Switching; and Amendment dated June 3, 1998 regarding Multiple Tandem Access.

WHEREAS, Intermedia and BellSouth had agreed to settle the arbitration proceedings concerning their replacement interconnection agreements currently pending in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee by the following amendment to the existing contract; and

WHEREAS, BellSouth agrees to extend the existing agreements in all nine states, including this amendment, with all rates, terms and conditions, in its entirety in exchange for Intermedia's withdrawal of the arbitration petition; and

WHEREAS, the parties acknowledge that their agreement to extend the interconnection agreements is dependent upon all of the rates, terms and conditions in the interconnection agreements in their entirety, as each is interdependent upon the others;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Intermedia and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete Section III. in its entirety and replace the section with the following:
 - A. The term of this Agreement shall begin July 1, 1996, and continue until December 31, 1999.

- B. The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.
- C. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, or pursuant to section 252(i) of the Act adopted by Intermedia, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.
- D. BellSouth has agreed to the extension of the agreement only as a whole and not as to the individual rates, terms and conditions contained within the Agreement.

2. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Intermedia Communications, Inc.

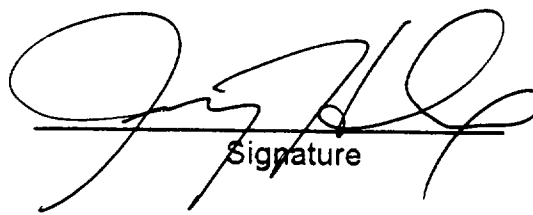
BellSouth Telecommunications, Inc.


Signature

Heather Burnett Gold
Name

VP - Regulatory & External Affairs
Title

2/15/99
Date


Signature

Jerry D. Hendrix
Name

Director - Interconnection Services
Title

2/16/99
Date